

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

GREY MATTER MEDICAL
PRODUCTS, LLC,

Plaintiff,

v.

SCHREINER GROUP LIMITED
PARTNERSHIP, et al.

Defendants.

No. 3:13-cv-05861-BHS

**LIMITED PROTECTIVE
ORDER**

Upon Joint Motion of all the parties for a Limited Protective Order the Court hereby issues this Order as follows:

1. The Defendants' sales contract, sales figures, cost of producing any profits of the sales, including related documents, shall be considered "Trade Secret/Commercially Sensitive" for the purposes of this lawsuit only.

2. The protections conferred by this Order cover not only "Trade Secret/Commercially Sensitive" material (as referred to above), but also (1) any information copied or extracted from "Trade Secret/Commercially Sensitive" material; (2) all copies, excerpts, summaries, or compilations of "Trade Secret/Commercially Sensitive" material; and (3) any testimony, conversations, or

1 presentations by parties or their counsel that might reveal "Trade
2 Secret/Commercially Sensitive" material. However, the protections conferred by
3 this Order do not apply to any information that is in the public domain or becomes
4 part of the public domain through no act or omission of Plaintiff.
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6 3. Unless otherwise ordered by the Court or permitted in writing by
7 Defendants, Plaintiff may disclose any "Trade Secret/Commercially Sensitive"
8 material only to:
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10 (a) the receiving party's counsel of record in this action, as well as
11 employees of counsel to whom it is reasonably necessary to disclose the information
12 for this litigation;
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14 (b) experts and consultants to whom disclosure is reasonably necessary for
15 this litigation and who have signed a statement similar to the "Acknowledgment and
16 Agreement To Be Bound" that is Exhibit A to this Limited Protective Order.
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18 (c) the Court, Court personnel, and court reporters and their staff;
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20 (d) copy or imaging services retained by counsel to assist in the duplication
21 of "Trade Secret/Commercially Sensitive" material, provided that counsel for the
22 party retaining the copy or imaging service instructs the service not to disclose any
23 "Trade Secret/Commercially Sensitive" material to third parties and to immediately
24 return all originals and copies of any confidential material;
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1 (e) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the "Acknowledgment and Agreement to
3 Be Bound", Exhibit A to this Order, unless otherwise agreed by the Defendants or
4 ordered by the Court. Pages of transcribed deposition testimony or exhibits to
5 depositions that reveal "Trade Secret/Commercially Sensitive" material must be
6 separately bound by the court reporter and may not be disclosed to anyone except as
7 permitted under this Order; and
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10 (f) the author or recipient of a document containing the "Trade
11 Secret/Commercially Sensitive" information, or a custodian or other person who
12 otherwise possessed or knew the information.
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14 4. Before filing "Trade Secret/Commercially Sensitive" material or
15 discussing or referencing such material in court filings, the Plaintiff shall confer
16 with the Defendants to determine whether the Defendants will remove the "Trade
17 Secret/Commercially Sensitive" designation, whether the document can be redacted,
18 or whether a motion to seal or stipulation and proposed order is warranted. Local
19 Civil Rule 5(g) sets forth the procedures that must be followed and the standards
20 that will be applied when a party seeks permission from the Court to file material
21 under seal.
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25 5. If Plaintiff learns that, by inadvertence or otherwise, it has disclosed
26 "Trade Secret/Commercially Sensitive" material to any person or in any
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1 circumstance not authorized under this Order, the Plaintiff must immediately (a)
2 notify in writing the Defendants of the unauthorized disclosures, (b) use its best
3 efforts to retrieve all unauthorized copies of the protected material, (c) inform the
4 person or persons to whom unauthorized disclosures were made of all the terms of
5 this Order, and (d) request that such person or persons sign the "Acknowledgment
6 and Agreement to Be Bound", Exhibit A to this Order.
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9 6. Within 60 days after the termination of this action, including all
10 appeals, Plaintiff must return all "Trade Secret/Commercially Sensitive" material to
11 the Defendants, including all copies, extracts and summaries thereof. Alternatively,
12 the parties may agree upon appropriate methods of destruction.
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14 Notwithstanding this provision, counsel are entitled to retain one archival
15 copy of all documents filed with the Court, trial, deposition, and hearing transcripts,
16 correspondence, deposition and trial exhibits, expert reports, attorney work product,
17 and consultant and expert work product, even if such materials contain "Trade
18 Secret/Commercially Sensitive" material.
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21 The confidentiality obligations imposed by this Order shall remain in effect
22 until a designating party agrees otherwise in writing or the Court orders otherwise.
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1 Presented by:

2 Patricia A. Walker
3 John C. Guadnola
4 Philip P. Mann
5 Timothy J. Billick
6 Mark P. Walters

7 Dated this 10 day of September, 2014.

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10 UNITED STATES DISTRICT JUDGE
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Limited Protective Order that
was issued by the United States District Court for the Western District of Washington on
_____ [date] in the case of Grey Matter Medical Products, LLC v. Schreiner
Group Limited Partnership, U.S. District Court, Western District of Washington at
Tacoma, Case No.: 3:13 - cv- 05861 - BHS. I agree to comply with and to be bound by all
the terms of this Limited Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Limited Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Western District of Washington for the purpose of enforcing the terms of this Limited
Protective Order, even if such enforcement proceedings occur after termination of this
action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____